



# Greater Los Angeles Federal Executive Board **SMART FORMS PACKET**

*Be SMART*

*Use SMART*



*For EEO Complaints, Grievances, & Workplace Disputes, Use*

**Shared MediAtoR Team**

Revised October 2002

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## SMART FORMS PACKET

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SMART HANDBOOK: visit [www.losangeles.feb.gov](http://www.losangeles.feb.gov) or contact:

Andrea Winkler, SMART Coordinator  
*Greater Los Angeles Federal Executive Board*  
300 North Los Angeles Street, Mail Stop 7000  
Los Angeles, CA 90012  
[andrea.winkler@irs.gov](mailto:andrea.winkler@irs.gov)  
Fax 213 576 3092  
Call 800 735 2922 (CA Relay) & Request 213 576 3091 (TTY)

## **SMART Forms Summary**

The seven required forms are in the PACKET and at [www.losangeles.feb.gov](http://www.losangeles.feb.gov).

1. **Request & Intake Form** Agency ADR and EEO officials use this form to request a SMART mediation from the FEB SMART Coordinator by fax or e-mail.
2. **Consent to Mediation** Parties and Representatives sign this form to confirm that they want a SMART mediation and understand the process.
3. **Settlement Agreement** Mediators use this format when the Parties reach agreement.
4. **Cost Form** OPM requires SMART to report mediation costs for Federal employees only.

### **5. Confidential Feedback Forms**

- Though SMART mediations are free, the only condition of participation is the completion of the these forms, because feedback is essential to assess the effectiveness of SMART mediations and to identify areas needing improvement.
- Completed forms should be faxed, e-mailed, or sent to the SMART Coordinator promptly upon completion of the mediation.
  - a) **Parties** Each party completes a form.
  - b) **SMART Mediator** The mediator and co-mediator complete this form.
  - c) **Agency Coordinator** The Federal agency coordinator who requested the SMART mediation, e.g., EEOC Judge or ADR Coordinator, completes this.

## **Greater LA Federal Executive Board SMART (Shared Mediator Team)** **Request and Intake Form**

We request a mediation by the Shared Mediator Team (SMART). We understand:

- This request **does not stop the timeframes or requirements** for EEO Complaints, Grievances, or other agency processes.
- SMART mediation is voluntary and may be stopped at any time.
- If resolution is not reached using SMART, the right to pursue any agency process continues so long as timeframes are met.
- The SMART mediator contacts the parties expeditiously and holds the mediation as soon as possible.
- This mediation request must be faxed or e-mailed to: Andrea Winkler, SMART Coordinator, Private fax: 213 576 3092, [andrea.winkler@irs.gov](mailto:andrea.winkler@irs.gov). Dial 711 or 800 735 2922 & request 213 576 3091 (TTY). Web Site: [www.losangeles.feb.gov](http://www.losangeles.feb.gov)

ITEM	NAME	TITLE	ADDRESS	E-MAIL	PHONE	FAX
<b>Federal Agency Name:</b>	<b>Coordinator</b>					
<b>Complainant</b>						
<b>Representative</b>						
<b>Other Party</b>						
<b>Representative</b>						
<b>Date Submitted</b>						
<b>Relationship between the Parties</b>	Example: Manager & Employee					

## **Greater LA Federal Executive Board SMART (Shared Mediator Team)** **Request and Intake Form**

<b>How did the parties hear of SMART?</b>	
<b>ISSUE Summary</b>	
<b>Remedy Requested</b>	

SMART Coordinator completes the following:

<b>Case Number</b>	
<b>Receipt Date</b>	
<b>Closed Date</b>	

Item	Name	Agency	Address	E-mail	Phone	Fax
<b>Mediator</b>						
<b>Co-Mediator</b>						
<b>Agreement?</b>						

**Greater LA Federal Executive Board**  
**SMART (Shared Mediator Team) Consent to Mediation**

After all appropriate signatures are obtained, please fax or mail this form to:

Andrea Winkler, SMART Coordinator, Greater LA Federal Executive Board

300 North Los Angeles Street, **MS 7000** Los Angeles, CA 90012

Private fax: **213 576 3092** (no cover sheet needed); [andrea.winkler@irs.gov](mailto:andrea.winkler@irs.gov)

Dial 711 or 800 735 2922 & request 213 576 3091 (TTY). Web: [www.losangeles.feb.gov](http://www.losangeles.feb.gov)

1. This is a consent by the parties to attempt to resolve the following issues, through mediation:

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2. Mediation is a non-adversarial dispute resolution process that seeks to find reconciliation between the parties. The mediation process does not declare winners or losers. The goal is to seek a resolution that is informal, quick and minimizes harm to either party.
3. The Mediator is neutral and committed to treating the matter in a fair and unbiased way. The Mediator's role is to facilitate and help the parties reach a mutually-satisfactory resolution to the problem. The decision-making power rests with the parties, not the Mediator. The Mediator will NOT impose a solution nor offer judgment as to which party, if any, is at fault. A Co-Mediator may assist the mediator.
4. The Mediator has no authority to make decisions or act as a judge or arbitrator. The Mediator will not act as an advocate or attorney for any party. To the extent either party wishes to have a representative or legal counsel to consult at any stage in the mediation, that party is responsible for taking steps to obtain such a person.
5. The mediation is a confidential process. Any documents submitted to the Mediator and statements made during the mediation are for settlement purposes only. The parties agree not to subpoena or request the Mediator to serve as a witness, or request or use as evidence any materials prepared by the Mediator for the mediation, with the exception of a settlement document signed by the parties. The parties waive any right of action against the Mediator for any allegation of wrongful conduct while acting in the course of mediation. In no event will the Mediator voluntarily testify on behalf of any party or submit any type of report in connection with this mediation. Matters admissible in a court of law or other administrative process continue to be admissible even though brought up in a mediation session. See 5 USC 574.
6. No party shall be bound by anything said or done at the mediation unless a written settlement is executed by all necessary parties. If a settlement is reached, the Mediator shall write the agreement. When signed and approved by the appropriate authorities for all the parties, the settlement shall be legally binding upon all parties.
7. The aggrieved party's RIGHTS to pursue informal or formal processes are not waived. The aggrieved party is RESPONSIBLE for compliance with all requirements of any administrative or court process, e.g., time limits, points of contact, etc.
8. No admission of guilt or wrongdoing by either party is implied, and none should be inferred, by participation in this process.
9. The parties will sincerely attempt to resolve this matter, cooperate with the Mediator assigned, and give serious consideration to all suggestions made in regard to developing a realistic solution to the problem. The parties will behave in a courteous and non-hostile manner, use appropriate language, and allow the Mediator to interrupt the process, if the Mediator feels a caucus or break is needed to facilitate the mediation process.
10. The Mediator agrees to keep the parties, their representatives, the appropriate management official, and the SMART Coordinator timely and fully informed of the status and results of the mediation process.

\_\_\_\_\_  
Mediator's Signature

\_\_\_\_\_  
Date

**Greater LA Federal Executive Board**  
**SMART (Shared Mediator Team) Consent to Mediation**

I understand the above information, agree that mediation is a proper way to attempt to resolve the issue(s), and agree to participate in the mediation process.

AGENCY COORDINATOR (Name): \_\_\_\_\_ DATE \_\_\_\_\_

AGENCY: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

\* \* \* \* \*

I understand the above information, agree that mediation is a proper way to attempt to resolve the issue(s), and agree to participate in the mediation process for a full day if needed.

AGGRIEVED PARTY (Name): \_\_\_\_\_ DATE \_\_\_\_\_

TITLE: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

\* \* \* \* \*

I understand the above information, agree that mediation is a proper way to attempt to resolve the issue(s), and agree to participate in the mediation process.

AGGRIEVED PARTY REPRESENTATIVE: \_\_\_\_\_ DATE \_\_\_\_\_

TITLE & ORGANIZATION \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

\* \* \* \* \*

I understand the above information, agree that mediation is a proper way to attempt to resolve the issue(s), and agree to participate in the mediation process for a full day if needed.

OTHER PARTY (Name): \_\_\_\_\_ DATE \_\_\_\_\_

TITLE: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

\* \* \* \* \*

I understand the above information, agree that mediation is a proper way to attempt to resolve the issue(s), and agree to participate in the mediation process.

OTHER PARTY REPRESENTATIVE: \_\_\_\_\_ DATE \_\_\_\_\_

TITLE: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

\* \* \* \* \*

# **Greater Los Angeles Federal Executive Board** **SMART (Shared Mediator Team) & EEOC Settlement Agreement**

Having participated in mediation on \_\_\_\_\_ and having concluded that they have reached a fair and reasonable settlement, the parties hereby agree as follows:

## **SECTION ONE**

Party One \_\_\_\_\_ agrees to:

- 1.
- 2.
- 3.

## **SECTION TWO**

Party Two \_\_\_\_\_ agrees to:

- 1.
- 2.
- 3.

## **SECTION THREE**

The Agency \_\_\_\_\_ agrees to:

- 1.
- 2.
- 3.

## **SECTION FOUR**

1. This settlement agreement has been entered into freely by all parties undersigned.
2. In exchange for the items set forth above, the undersigned parties to this agreement resolve to settle any and all
  - formal EEO complaints
  - union grievances concerning this issue(s)
  - other formal or informal recourses and
  - litigation already in process or that may be contemplated in the future related to this issue(s).
3. This agreement is a binding and enforceable settlement contract.
4. Neither party may change the agreement at a later date without another agreement signed by all parties.
5. This agreement does not constitute an admission of guilt, fault or wrongdoing by either party.
6. This agreement shall be kept confidential.
7. Neither party shall disclose the agreement's terms, except to authorized officials or officials responsible for implementing the agreement, unless agreed by mutual consent of the parties.
8. This agreement shall not serve as a precedent for resolving any other issue that has been or may be raised by the complainant or any other person.
9. This agreement constitutes the entire agreement and there are no other terms to this agreement except those specified herein.
10. The parties agree to use mediation again if disagreements about this agreement arise later.
11. For EEOC cases only, if the Complainant contends that the Agency has breached the terms of this Settlement Agreement, the procedure at 29 CFR Section 1614.504 will be followed:
  - (a) \* \* \* the complainant shall notify the [Agency's] EEO Director, in writing, of the alleged noncompliance within 30 days of when the complainant knew or should have known of the alleged noncompliance. The complainant may request that the terms of settlement agreement be specifically implemented or, alternatively, that the complaint be reinstated for further processing from the point processing ceased.



## **Greater Los Angeles Federal Executive Board** **SMART (Shared Mediator Team) & EEOC Settlement Agreement**

(b) The agency shall resolve the matter and respond to the complainant, in writing. If the agency has not responded to the complainant, in writing, or if the complainant is not satisfied with the agency's attempt to resolve the matter, the complainant may appeal to the Commission for determination as to whether the agency has complied with the terms of the settlement agreement. The complainant may file such an appeal 35 days after he or she has served the agency with the allegations of noncompliance, but must file an appeal within 30 days of his or her receipt of an agency's determination. The complainant must serve a copy of the appeal on the agency and the agency may submit a response to the Commission within 30 days of receiving notice of the appeal. Any such appeal shall be filed with the Director, Office of Federal Operations, Equal Employment Opportunity Commission, at Post Office Box 19848, Washington, D.C. 20036.

12. **Age Discrimination:** If this settlement agreement involves a complaint or claims brought under the Age Discrimination in Employment Act of 1967, as amended, the Complainant has hereby been informed that
- ❖ the Complainant may consult with an attorney prior to executing this agreement
  - ❖ the Complainant is required to have had a reasonable period of time within which to consider this agreement before signing it
  - ❖ for a period of seven (7) days after the Complainant signs this agreement, the Complainant may revoke the agreement, and the agreement shall not become effective or enforceable until the revocation period has expired.

Signature of Participant One \_\_\_\_\_ Date \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Signature of Participant Two \_\_\_\_\_ Date \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Signature of Representative \_\_\_\_\_ Date \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Signature of Representative \_\_\_\_\_ Date \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

After all appropriate signatures are obtained, please fax or mail a copy of this form to:

Andrea Winkler, SMART Coordinator, Greater LA Federal Executive Board  
300 North Los Angeles Street, **MS 7000**  
Los Angeles, CA 90012  
Private fax: **213 576 3092** (no cover sheet needed); [andrea.winkler@irs.gov](mailto:andrea.winkler@irs.gov)  
Dial 711 or 800 735 2922 & request 213 576 3091 (TTY).

Web Site: [www.losangeles.feb.gov](http://www.losangeles.feb.gov)

THANK YOU!

## **Greater Los Angeles Federal Executive Board SMART (Shared Mediator Team) Cost Form**

This information is required by OPM (Office of Personnel Management) for the purpose of tracking the cost of the mediation to the Federal government; therefore, include only Federal employees. Private representatives and Pro Bono mediators should be omitted.

<b>Position</b>	<b>Name and Daytime Phone Number</b>	<b>GS and Step (or Annual Salary)</b>	<b>Total Hours</b>	<b>Total Miles</b>	<b>Parking, Plane, Taxi, Other Travel</b>	<b>Other (specify)</b>
Complainant or Grievant						
Representative of Complainant or Grievant						
Manager						
Management Representative						
Labor Relations Representative						
Agency Coordinator						
Other (specify) -----						
Senior Mediator						
Junior Mediator						
<b>TOTALS</b>						

Please forward completed form to SMART Coordinator, **Andrea Winkler**, 300 North Los Angeles St., Mail Stop 7000; Los Angeles, CA 90012 **Private**  
**fax: 213 576 3092**; [andrea.winkler@irs.gov](mailto:andrea.winkler@irs.gov) Dial 711 or 800 735 2922 & request 213 576 3091  
**THANK YOU VERY MUCH!**

**Greater Los Angeles Federal Executive Board SMART (Shared Mediator Team)**  
**CONFIDENTIAL Feedback From Parties**

This form is for the complainant or grievant, his/her representative, the manager, and management representative. We need your confidential feedback to know how SMART is working and how to improve it. Only the SMART Coordinator sees the feedback. Because this feedback is so important and available only from you, completion of this form is the only requirement for participation in a SMART mediation. Before leaving the mediation, please take 5 minutes to complete the form and return it to:

Andrea Winkler, SMART Coordinator, Greater LA Federal Executive Board  
 300 North Los Angeles Street, **MS 7000**, Los Angeles, CA 90012 Private fax: **213 576 3092**; [andrea.winkler@irs.gov](mailto:andrea.winkler@irs.gov)  
 Dial 711 or 800 735 2922 & request 213 576 3091 (TTY) Web Site: [www.losangeles.feb.gov](http://www.losangeles.feb.gov)

**Thanks for sharing your opinion and helping make SMART even better.**

<b>Date of mediation:</b>	How many hours did the mediation last?					
<b>Your name :</b>	Your agency name and address:					
Mediation outcome: Full settlement ____ Partial settlement ____ No settlement ____ If no settlement was reached, was the mediation completed? Yes ____ No ____						
Item	<b>Please mark one option for Questions 1-19.</b>	Excellent	Good	Average	Fair	Poor
1	How well did the mediators explain the process?					
2	How well were you able to present your case?					
3	How well did the mediators listen?					
4	How well did the mediators clarify issues and interests of each party?					
5	How well did the mediators help create realistic options for settling the dispute?					
6	How do you rate the impartiality of the mediators?					
7	How well did the mediators create a positive atmosphere?					

**Greater Los Angeles Federal Executive Board SMART (Shared Mediator Team)**  
**CONFIDENTIAL Feedback From Parties**

8	How would you rate the mediators overall?					
9	How do you rate the outcome of the mediation?					
10	How beneficial was having a neutral person from another federal agency?					
11	If this was a co-mediation, how beneficial was having two mediators?					
12	How appropriate was mediation for this matter?					
13	How timely was the mediation?					
14	How convenient was the mediation location?					
15	Were the right parties at the mediation? Yes _____ No _____ If no, who should have been there (continue on reverse side)?					
16	Did both sides negotiate in good faith? Yes _____ No _____ If no, please explain on reverse side.					
17	How did the mediation change your opinion of the other party? For the better _____ For the worse _____ No change _____					
18	Would you recommend mediation to a co-worker? Yes _____ No _____ If no, please explain on reverse side.					
19	Would you use mediation again? Yes _____ No _____ If no, please explain on reverse side.					
20	Please list any benefits from the mediation, e.g., relationships repaired, money saved, productivity improved, communication enhanced.					
Comments and Suggestions for Improvement (continue on reverse side, if needed):						

**Thank you very much! The fax or address is at the top of the form.**

**Greater LA Federal Executive Board SMART (Shared Mediator Team)**  
**CONFIDENTIAL Feedback From Mediator**

We need your confidential feedback to know how SMART is working and how to improve it. Because this feedback is so important and available only from you, the SMART mediator, completion of this form is required, but it's quick and easy. Please complete it after finishing all your work on the case and **fax or mail it within one day** to:

Andrea Winkler, SMART Coordinator, Greater LA Federal Executive Board  
 300 North Los Angeles Street, **MS 7000** Los Angeles, CA 90012; Private fax: **213 576 3092** (no cover sheet needed); [andrea.winkler@irs.gov](mailto:andrea.winkler@irs.gov)  
 Dial 711 or 800 735 2922 & request 213 576 3091 (TTY). Web Site: [www.losangeles.feb.gov](http://www.losangeles.feb.gov)

**Thank you very much for helping make SMART even better.**

<b>Date of mediation:</b>	<b>Hours for the mediation conference:</b>	<b>Total hours on the case:</b>								
<b>Complainant name:</b>	Location of mediation									
Your name:	Your work address:									
Co-mediator name:										
Your agency name	Your phone, fax, & E-mail address:									
Prior SMART mediations completed:	Prior total mediations completed:									
Nature of dispute: (Complete only if there were new issues or the issues differed from those on the request form. Please use reverse side.)										
Mediation outcome: Full settlement _____ Partial settlement _____ No settlement _____										
If no settlement, was the mediation completed? Yes _____ No _____										
Item	<b>Please mark one option for Questions 1-18.</b>					Superior	Good	Average	Fair	Poor
	<b>Items 1-8: Rate your co-mediator or, if none, rate yourself.</b>									
<b>1</b>	How well did the other mediator or you explain the process to all the parties?									
<b>2</b>	How well did the other mediator or you create a positive atmosphere?									
<b>3</b>	How well did the other mediator or you listen?									
<b>4</b>	How well did the other mediator or you understand the issues involved?									
<b>5</b>	How well did the other mediator or you clarify key issues and interests of each party?									

**Greater LA Federal Executive Board SMART (Shared Mediator Team)**  
**CONFIDENTIAL Feedback From Mediator**

6	How well did the other mediator or you help create realistic options for settling the dispute?					
7	How do you rate the impartiality of the other mediator or you?					
8	How do you rate the other mediator or yourself overall on this mediation?					
9	How do you rate the outcome of the mediation?					
10	How beneficial was the fact that the mediator came from a different federal agency from the disputants?					
11	If this was a co-mediation, how beneficial was having two mediators?					
12	How appropriate was mediation for this matter?					
13	How do you rate the mediation timeliness (time between initial contact with you & mediation conference)? If fair or poor, please explain on reverse side.					
14	How do you rate the convenience of the mediation location?					
15	How do you rate the mediation overall?					
16	Were the right parties at the mediation? Yes ____ No ____ If no, who should have been there instead (use reverse side)?					
17	Did both sides negotiate in good faith? Yes ____ No ____ If no, please explain on reverse side.					
18	Did the mediation change the relationship between the parties? For the better ____ For the worse ____ No change ____					
19	Your opinion of why the case was or was not settled (continue on reverse side):					
20	Please list any problems or unusual factors in the mediation or in SMART overall on reverse side.					
21	Please list any benefits from this mediation, e.g., relationships repaired, money saved, productivity improved, communication enhanced. Continue on reverse side.					
Comments and suggestions for improvement (continue on reverse side):						

**Thank you very much! The fax or address is at the top of the form.**

**Greater LA Federal Executive Board SMART (Shared Mediator Team)**  
**CONFIDENTIAL Feedback From Agency Coordinator**

We need your confidential feedback to know how SMART is working and how to improve it. Because this feedback is so important and available only from you, completion of this form is required, but it's quick and easy! Please **fax or mail it** to: Andrea Winkler, SMART Coordinator, Greater LA Federal Executive Board 300 North Los Angeles Street, **MS 7000** Los Angeles, CA 90012; Private fax: **213 576 3092** (no cover sheet needed); [andrea.winkler@irs.gov](mailto:andrea.winkler@irs.gov) Dial 711 or 800 735 2922 & request 213 576 3091 (TTY). Web Site: [www.losangeles.feb.gov](http://www.losangeles.feb.gov) **Thank you very much for helping make SMART even better.**

Date of mediation:	Your total hours on the case:				
Your Federal agency:	Your phone, fax & e-mail Address::				
Your name:					
Your title:					
Prior SMART mediations completed for your agency:	Total other mediations completed:				
CASE NAME:	Mediation outcome: Full settlement _____ Partial settlement _____ No settlement _____				

  

Item	Please mark one option for Questions 1-10. Please use reverse side for comments and suggestions.	Excellent	Good	Average	Fair	Poor
<b>1</b>	How well did the mediator(s) perform on this case, based on the information available to you?					
<b>2</b>	How well were the parties able to present their cases, based on the information available to you?					
<b>3</b>	How do you rate the outcome of the mediation?					
<b>4</b>	How beneficial was the fact that the mediator came from a different federal agency than yours?					
<b>5</b>	How do you rate the timeliness of the mediation (length of time from your initial contact with SMART to the mediation conference)? If timeliness was fair or poor, please provide details on reverse side:					
<b>6</b>	How do you rate this mediation overall?					
<b>7</b>	How do you rate the SMART program overall?					
<b>8</b>	Will you use SMART again? Yes _____ No _____ If no, explain on reverse please.					
<b>9</b>	Were the right parties at the mediation? Yes _____ No _____ If no, who should have been there instead?					
<b>10</b>	Did the mediation change the relationship between the parties? For the better _____ For the worse _____ No change _____					
<b>11</b>	Your opinion of why the case was or was not settled (use reverse side):					
<b>12</b>	Please list any problems or unusual factors in the mediation or in SMART overall on the reverse side.					
<b>13</b>	Please list any benefits from this mediation, e.g., relationships repaired, money saved, productivity improved, communication enhanced.					

**Thank you very much! The fax or address is at the top.**